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Special Counsel for Chapter 11 Trustee

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF ARIZONA**

In re:

FRONTIER STAR, LLC, *et al.*,  
  
Debtors.

Chapter 11

Case Nos.  
2:15-bk-09383-EPB  
2:15-bk-09385-EPB  
2:15-bk-14679-EPB  
2:15-bk-15682-EPB

Jointly Administered Under  
Case No. 2:15-bk-09383-EPB

This filing applies to:

- ☒ ALL DEBTORS  
☐ SPECIFIED DEBTOR

**MOTION FOR AUTHORITY TO  
ASSUME AND ASSIGN  
UNEXPIRED LEASES AND  
EXECUTORY CONTRACTS OF  
THE DEBTORS**

Pursuant to 11 U.S.C. §§ 105 and 365, P. Gregg Curry, the Chapter 11 Trustee (the “Trustee”) of the bankruptcy estates of Frontier Star, LLC; Frontier Star CJ, LLC; Frontier Star 1, LLC; and MIH Admin Services, LLC, debtors in the above-captioned Chapter 11 cases (collectively, the “Debtors”), by and through counsel, files this motion (the “Assignment Motion”) requesting the entry of an order approving the assumption and assignment of various executory contracts and unexpired leases of the Debtors to the

1 buyer of substantially all of the Debtors' assets, as will be described in the *Motion for*  
2 *Approval of Sale of Substantially All of Debtors' Assets Free and Clear of Liens, Claims,*  
3 *Encumbrances, and Interests* (the "Sale Motion") (which the Trustee anticipates will be  
4 filed shortly), fixing the amounts necessary to cure defaults under those contracts and  
5 leases, approving the extension of time to assume or reject certain leases, as agreed by the  
6 applicable landlords, and granting related relief.<sup>1</sup>

7 This Motion is supported by: (a) the attached Memorandum of Points and  
8 Authorities; and (b) the entire record before the Court in these Chapter 11 cases.

9 RESPECTFULLY SUBMITTED this 22nd day of February, 2016.

10 **BRYAN CAVE LLP**

11  
12 By /s/ JAS, #026359

13 Robert J. Miller

14 Bryce A. Suzuki

15 Justin A. Sabin

16 Two North Central Avenue, Suite 2200

17 Phoenix, Arizona 85004

18 Attorneys for P. Gregg Curry, Chapter 11  
19 Trustee

20 -and-

21 **MICHAEL W. CARMEL LTD.**

22 Michael W. Carmel

23 80 E. Columbus Ave.

24 Phoenix, Arizona 85012

25 Special Counsel to Chapter 11 Trustee

26  
27 <sup>1</sup> To the extent any party's response to this Assignment Motion creates a potential  
28 conflict of interest for Bryan Cave LLP, the Trustee's special counsel, Michael W.  
Carmel Ltd., will represent the Trustee with respect to such responding party.

## MEMORANDUM OF POINTS AND AUTHORITIES

### **I. BACKGROUND.**

1. On July 27, 2015 (the “Petition Date”), Debtors Frontier Star, LLC and Frontier Star CJ, LLC filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”), Case Nos. 2:15-bk-09383-EPB and 2:15-bk-09385-EPB, respectively.

2. On November 17, 2015, Debtors Frontier Star 1, LLC and MIH Admin Services, LLC filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code. The cases are jointly administered under lead case No. 2:15-bk-09383-EPB [Dkt. No. 50].

3. On November 19, 2015, the Trustee was appointed in each of the Debtors’ cases [Dkt. No. 428].

4. The Debtors operate Hardee’s franchised restaurants and Carl’s Jr. franchised restaurants in numerous states (collectively, the “Franchised Restaurants”). Specifically, Debtor Frontier Star 1 owns the equity of Debtors Frontier Star, LLC and Frontier Star CJ, LLC. The latter two Debtors are the franchisees of 79 Hardee’s restaurants and 85 Carl’s Jr. restaurants. Debtor MIH performs services for the Debtors under a management agreement and in compliance with the relevant franchise agreements.

5. Carl’s Jr. Restaurants LLC and Hardee’s Restaurants LLC (the “Franchisors”) are the franchisors of the Franchised Restaurants.

6. The Trustee, with the assistance of the Franchisors and the Debtors’ secured lender, has identified potential purchasers for the Debtors’ assets.

7. Along with the Sale Motion, the Trustee will be filing a *Motion for Order (A) Approving Bidding Procedures for the Sale of Substantially All of the Debtors’ Assets; (B) Scheduling an Auction and Sale Hearing; and (C) Approving Expense Reimbursement* (the “Bidding Procedures Motion”) to establish procedures for the sale of substantially all of the Debtors’ assets (the “Assets”) to a purchaser to be determined in

1 accordance therewith (the “Buyer”) pursuant to a Purchase and Sale Agreement (the  
2 “Sale Agreement” or “APA”). The Assets, the Trustee’s proposed sale procedures,  
3 including procedures for an auction of the Assets to the highest and best bidder (the  
4 “Auction”), and the terms of the Sale Agreement will be more fully set forth in the  
5 Bidding Procedures Motion.

## 6 **II. JURISDICTION AND VENUE.**

7 8. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C.  
8 §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C.  
9 § 157(b)(2).

10 9. Venue of this proceeding is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

11 10. The statutory predicates for the relief sought herein are Sections 105 and  
12 365 of the Bankruptcy Code, and Rules 6004, 6006, and 9014 of the Federal Rules of  
13 Bankruptcy Procedure (the “Bankruptcy Rules”).

## 14 **III. THE DEBTORS’ EXECUTORY CONTRACTS AND UNEXPIRED** 15 **LEASES.**

16 11. The Debtors operate the Franchised Restaurants from leased premises (the  
17 “Restaurant Leases”). Since he was appointed in these cases, the Trustee has worked to  
18 investigate each of the Restaurant Leases to determine the rent obligations and the  
19 profitability of each Franchised Restaurant under the terms of the Restaurant Lease. In  
20 some cases, the Trustee has successfully negotiated, with the input and consent of the  
21 applicable landlord, modified terms of certain Restaurant Leases, including, *inter alia*,  
22 reduced rent obligations (the “Modified Restaurant Leases”).

23 12. The Debtors are parties to franchise agreements with the Franchisors (the  
24 “Franchise Agreements”) for each of the Franchised Restaurants. In addition, the  
25 Debtors are parties to certain other executory contracts, including leases of equipment for  
26 the restaurants and agreements for the purchase of inventory (the “Contracts”).

27 13. Under the terms of the Sale Agreement, and in order to enhance the value  
28 to the Debtors’ estates, the Trustee requests approval of the assumption and assignment

1 of certain of the foregoing leases and contracts to the Buyer or other Successful Bidder<sup>2</sup>  
2 upon the closing of the Sale.

3 14. In particular, the Trustee and the Buyer have determined and agreed that  
4 the assumption and assignment of the Modified Restaurant Leases is in the best interests  
5 of the Debtors' estates, the Buyer, and creditors. Information regarding the Modified  
6 Restaurant Leases and associated cure amounts is attached hereto as Exhibit A. Because  
7 the terms of the Modified Restaurant Leases are confidential, the Trustee has requested  
8 authority to file this exhibit under seal.<sup>3</sup>

9 15. The Trustee and the Buyer also have agreed that the assumption and  
10 assignment of one Restaurant Lease, without modification, is in the best interests of the  
11 Debtors' estates, the Buyer, and creditors. Information regarding this lease (the  
12 "Unmodified Restaurant Lease") and the associated cure amount is attached hereto as  
13 Exhibit B.<sup>4</sup>

14 16. In addition, as to certain Restaurant Leases, the Trustee continues to  
15 negotiate the terms of potential modifications to those Restaurant Leases (the "Extended  
16 Deadline Leases"). In order to allow the parties more time to negotiate, some landlords  
17 have consented in writing to extend the time to assume or reject their Restaurant Lease  
18 beyond the 210 days provided under 11 U.S.C. § 365(d)(4).<sup>5</sup> A list of the Extended  
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20 <sup>2</sup> Capitalized terms not otherwise defined herein have the meanings ascribed to  
21 them in the Sale Motion.

22 <sup>3</sup> See Trustee's *Ex Parte Motion to File Under Seal Exhibit A to Motion for*  
23 *Authority to Assume and Assign Unexpired Leases and Executory Contracts of the*  
*Debtors*, filed separately.

24 <sup>4</sup> The Trustee believes that the summary information in Exhibits A and B is  
25 sufficient to permit counterparties to identify the agreements at issue and to respond  
26 appropriately. The Trustee will be prepared to introduce copies of the Modified  
27 Restaurant Leases and the Unmodified Restaurant Leases into the record, if necessary, at  
the hearing on this Motion.

28 <sup>5</sup> The Trustee has received written consent from all but a few of these landlords.  
Because of time constraints, the Trustee has only an agreement in principle with a few

1 Deadline Leases, including the applicable landlords and mutually agreed extended time to  
2 assume or reject the Leases, is attached hereto as Exhibit C.

3 17. Pursuant to the terms of the Sale Agreement, the Extended Deadline Leases  
4 will be “Subject-to-Designation Leases” as defined in the Sale Motion, and the Trustee  
5 will be requesting in the Sale Motion that the Buyer be permitted to exercise its  
6 Designation Rights to assume or reject the Extended Deadline Leases until May 21, 2016  
7 or the extension date agreed to by the landlord.

8 18. The Trustee anticipates that he will request by a separate motion, or by an  
9 amendment to this Motion, authority to assume and assign to the Buyer or other  
10 Successful Bidder certain Franchise Agreements and other Contracts necessary for the  
11 operations of the Debtors’ businesses.

12 19. Pursuant to the Sale Agreement, the Trustee will be responsible for  
13 payment of all cure amounts required to be paid to the counterparties of the Modified  
14 Restaurant Leases and the Unmodified Restaurant Lease (the “Counterparties”) under  
15 Section 365(b)(1) of the Bankruptcy Code.

16 20. The Trustee requests that the Sale Order provide that the Modified  
17 Restaurant Leases and the Unmodified Restaurant Lease (collectively, the “Assigned  
18 Contracts”) will be assigned to, and remain in full force and effect for the benefit of, the  
19 Buyer or other Successful Bidder, notwithstanding any provisions in the Assigned  
20 Contracts, including those described in Sections 365(b)(2), 365(f)(1), and 365(f)(3) of the  
21 Bankruptcy Code, that might prohibit such assignment.<sup>6</sup>

22  
23  
24 landlords. The Trustee anticipates having executed extension agreements from these  
25 landlords in hand well before the hearing on this Motion.

26 <sup>6</sup> The Trustee and the Buyer may continue to negotiate the assumption and  
27 assignment of the Restaurant Leases and Contracts until the time of the hearing  
28 approving the Sale Motion. The Trustee reserves the right to amend this Assignment  
Motion to include in the Sale any Restaurant Lease or Contract described herein until the  
Sale Motion is approved.

1 **IV. LEGAL ARGUMENT.**

2 21. Section 365(f) of the Bankruptcy Code provides, in pertinent part, that:

3 The trustee may assign an executory contract or unexpired  
4 lease of the debtor only if –

5 (A) the trustee assumes such contract or lease in  
6 accordance with the provisions of this section; and

7 (B) adequate assurance of future performance by the  
8 assignee of such contract or lease is provided, whether or not  
there has been a default in such contract or lease.

9 11 U.S.C. § 365(f)(2). Under Section 365(a), a trustee, “subject to the court’s approval,  
10 may assume or reject any executory contract or unexpired lease of the debtor.” 11 U.S.C.  
11 § 365(a). Section 365(b)(1), in turn, codifies the requirements for assuming an unexpired  
12 lease or executory contract of a debtor, providing that:

13 (b)(1) If there has been a default in an executory contract or  
14 unexpired lease of the debtor, the trustee may not assume  
15 such contract or lease unless, at the time of assumption of  
such contract or lease, the trustee –

16 (A) cures, or provides adequate assurance that the  
17 trustee will promptly cure, such default;

18 (B) compensates, or provides adequate assurance  
19 that the trustee will promptly compensate, a party other  
20 than the debtor to such contract or lease, for any actual  
21 pecuniary loss to such party resulting from such default;  
and

22 (C) provides adequate assurance of future  
23 performance under such contract or lease.

24 11 U.S.C. § 365(b)(1).

25 22. Although Section 365 of the Bankruptcy Code does not set forth standards  
26 for courts to apply in determining whether to approve a trustee’s decision to assume an  
27 executory contract, courts have consistently applied a “business judgment” test when  
28 reviewing such a decision. *See, e.g., Group of Institutional Investors v. Chicago,*

1 *Milwaukee, St. Paul & Pacific Railroad Co.*, 318 U.S. 523, 550 (1953); *Matter of Talco,*  
2 *Inc.*, 558 F.2d 1369, 1173 (10th Cir. 1977). A trustee satisfies the “business judgment”  
3 test when he determines, in good faith, that assumption of an executory contract will  
4 benefit the estate and the unsecured creditors. *In re FCX, Inc.*, 60 B.R. 405, 411 (Bankr.  
5 E.D.N.Y. 1986). The potential assumption and assignment of the Assigned Contracts, or  
6 any of them, set forth in the Sale Agreement, will be a necessary part of the deal that  
7 Trustee has struck with the Buyer or other Successful Bidder and will benefit the estates  
8 of the Debtors.

9 23. As will be set forth in the Bidding Procedures Motion, with respect to the  
10 Assigned Contracts, the Trustee will send to the Counterparties a notice of assumption  
11 and assignment (the “Assumption Notice”) setting forth the “cure” amounts owing on  
12 each of the Assigned Contracts, according to the Debtors’ books and records or other  
13 information available to the Trustee (or as agreed to following negotiations) and, in  
14 accordance with the Bidding Procedures, which shall be the amounts required to be paid  
15 to the Counterparties pursuant to Section 365(b)(1) of the Bankruptcy Code (“Cure  
16 Amounts”).

17 24. The Cure Amounts are the amounts due to each Counterparty according to  
18 the Debtors’ and the Trustee’s books and records, representing outstanding obligations  
19 under the applicable Assigned Contract. Since taking control of the Debtors’ estates, the  
20 Trustee has made it a priority to pay all undisputed post-petition operating expenses,  
21 including lease obligations, in the ordinary course of business. Thus, the Trustee requests  
22 that Counterparties not be required to file objections to preserve their rights to payment of  
23 obligations accruing from and after January 1, 2016.

24 25. The Bidding Procedures Motion proposes that objections to any matter  
25 pertaining to the assumption and assignment of an Assigned Contract, including adequate  
26 assurance of future performance by the Buyer or the Cure Amount identified by the  
27 Trustee, be filed by a deadline to be set by the Court. The Trustee has proposed that  
28



1 objections to adequate assurance of future performance of a Successful Bidder other than  
2 the Buyer may be raised at the hearing on the Sale Motion.

3 26. Counterparties to the Assigned Contracts will have a sufficient opportunity  
4 to file an objection to the proposed Cure Amounts set forth in the Assumption Notice. To  
5 the extent no objection is filed with regard to a particular Cure Amount, the Trustee  
6 requests that the Court determine that such Cure Amount shall be binding on the  
7 applicable Counterparty. The payment of the Cure Amounts specified in the Assumption  
8 Notices (or a different amount either agreed to by the Buyer or the Successful Bidder, or  
9 resolved by the Court as a result of a timely-filed objection filed by a Counterparty) will  
10 be in full and final satisfaction of all obligations to cure defaults and compensate the  
11 Counterparties for any pecuniary losses under such contracts or leases pursuant to Section  
12 365(b)(1) of the Bankruptcy Code, other than obligations arising in the ordinary course of  
13 business under the Assigned Contracts from and after January 1, 2016.

14 27. Cure Amounts disputed by any Counterparty will be considered by the  
15 Court either at the hearing on the Sale Motion or at some later date as may be scheduled  
16 by the Court to determine contested objections regarding Cure Amounts. The Trustee  
17 will bear and pay the entire amount of Cure Amounts, pursuant to the terms of the Sale  
18 Agreement.

19 28. The Buyer or other Successful Bidder is responsible for providing evidence  
20 of “adequate assurance of future performance” to the extent required in connection with  
21 the assumption and assignment of any Assigned Contract. Information regarding the  
22 Buyer’s ability to satisfy obligations under the Assigned Contracts will be included with  
23 the Assumption Notice. The meaning of “adequate assurance of future performance” for  
24 the purpose of the assumption of executory contracts and unexpired leases pursuant to  
25 Section 365 of the Bankruptcy Code depends on the facts and circumstances of each case,  
26 but should be given “practical, pragmatic construction.” *See Carlisle Homes, Inc. v.*  
27 *Arrari (In re Carlisle Homes, Inc.)*, 103 B.R. 524, 538 (Bankr. D.N.J. 1989); *see also In*  
28 *re Natco Indus., Inc.*, 54 B.R. 436, 440 (Bankr. S.D.N.Y. 1985) (adequate assurance of

1 future performance does not mean an absolute assurance that debtor will thrive and pay  
2 rent); *In re Bon Ton Rest. & Pastry Shop, Inc.*, 53 B.R. 789, 803 (Bankr. N.D. Ill. 1985).  
3 If necessary, the Buyer or the other Successful Bidder will provide evidence of its ability  
4 to provide adequate assurance to Counterparties to the Assigned Contracts at the hearing  
5 on the Sale Motion.

6 29. Bankruptcy Rule 6004(h) provides that an “order authorizing the use, sale,  
7 or lease of property . . . is stayed until the expiration of 14 days after entry of the order,  
8 unless the court orders otherwise.” Similarly, Bankruptcy Rule 6006(d) provides that an  
9 “order authorizing the trustee to assign an executory contract or unexpired lease . . . is  
10 stayed until the expiration of 14 days after the entry of the order, unless the court orders  
11 otherwise.” The Trustee requests that the order granting this Assignment Motion be  
12 effective immediately and that the fourteen (14)-day stays under Federal Rules of  
13 Bankruptcy Procedure 6004(h) and 6006(d) be waived.

14 WHEREFORE, the Trustee respectfully requests that the Court enter an Order:

15 (i) authorizing the assumption and assignment of the Assigned  
16 Contracts, as described above, and establishing the associated Cure Amounts;

17 (ii) approving the extensions of time set forth on Exhibit C hereto;

18 (iii) waiving the fourteen (14)-day stays of Bankruptcy Rules 6004(h)  
19 and 6006(d); and

20 (iv) granting such other and further relief as the Court deems just and  
21 proper under the circumstances of these cases.  
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Bryan Cave LLP  
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Phoenix, Arizona 85004-4406  
(602) 364-7000

1 RESPECTFULLY SUBMITTED this 22nd day of February, 2016.

2 **BRYAN CAVE LLP**

3  
4 By /s/ JAS, #026359

5 Robert J. Miller

6 Bryce A. Suzuki

7 Justin A. Sabin

8 Two North Central Avenue, Suite 2200

9 Phoenix, Arizona 85004

10 Attorneys for P. Gregg Curry, Chapter 11  
11 Trustee

12 -and-

13 **MICHAEL W. CARMEL LTD.**

14 Michael W. Carmel

15 80 E. Columbus Ave.

16 Phoenix, Arizona 85012

17 Special Counsel to Chapter 11 Trustee

**Exhibit A**

Modified Restaurant Leases to be Assumed and Assigned to Buyer  
(Filed Under Seal)

Bryan Cave LLP  
Two North Central Avenue, Suite 2200  
Phoenix, Arizona 85004-4406  
(602) 364-7000

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**Exhibit B**

Unmodified Restaurant Lease to be Assumed and Assigned to Buyer

Bryan Cave LLP  
Two North Central Avenue, Suite 2200  
Phoenix, Arizona 85004-4406  
(602) 364-7000

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Bryan Cave LLP  
Two North Central Avenue, Suite 2200  
Phoenix, Arizona 85004-4406  
(602) 364-7000

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Landlord	Property Address	Cure Amount
Midlothian Hardee's, LLC	2060 US 45 Bypass South Trenton, TN 38382	\$3,346.00

**Exhibit C**

Extended Deadline Leases

Bryan Cave LLP  
Two North Central Avenue, Suite 2200  
Phoenix, Arizona 85004-4406  
(602) 364-7000

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	Landlord	Property Address	City	State	Zip Code	Date of Extension
1	4M Properties, LP	18700 S. Nogales Hwy	Sahuarita	AZ	85629	May 21, 2016
2	Adams Ventures, LLC	280 W. North Ave West	Chicago	IL	60185	May 21, 2016
3	Anna Meyer, Successor-Trustee of the Bernadette Renee Hamel Trust	2002 N. Country Club	Mesa	AZ	85201	May 21, 2016
4	Antoinette M. Blackstock	2590 N. Central Ave	Humboldt	TN	38343	May 21, 2016
5	Aras Capital Co.	905 North Springfield St.	Virden	IL	62690	May 21, 2016
6	Bonnes Frities, LLC	1005 Mineral Wells Ave	Paris	TN	38242	May 21, 2016
7	Buechs Partnership	4515 E. McKellips Road	Mesa	AZ	85205	May 21, 2016
8	CAJR, LLC	8825 S. Jewel Street	Tempe	AZ	85284	May 21, 2016
9	Carendelle, LLC	7280 W. Bell Road	Glendale	AZ	85308	May 21, 2016
10	Carlees Holdings, LLC	416 S. Watson Rd.	Buckeye	AZ	85326	May 21, 2016
11	Carlees Holdings, LLC	7249 Bandera Rd.	Leon Valley	TX	78238	May 21, 2016
	Catherine T. Faraone, Trustee of the Catherine T. Faraone Separate Property Trust; Anthony Perricone, Trustee of the Anthony Perricone Separate Property Trust and Linda Renfroe, Trustee of the Linda Renfroe Family Trust	16020 Illinois 59	Plainfield	IL	60586	May 21, 2016
12	CFT C Properties, LLC	5105 W. Thunderbird	Glendale	AZ	85306	May 21, 2016
14	Cheeseburger, LLC	1400 S. Milton Ave	Flagstaff	AZ	86001	May 21, 2016
15	Cheeseburger, LLC	1352 S. Gilbert	Mesa	AZ	85202	May 21, 2016
16	Cheeseburger, LLC	3180 N. Toltec Rd.	Eloy	AZ	85231	May 21, 2016
17	Cheeseburger, LLC	1519 W. Baseline	Guadalupe	AZ	85283	May 21, 2016
18	Chen Ying Lee	5104 Hinkleville Rd.	Paducah	KY	42001	May 21, 2016
19	Christown 1755, LLC	1753 W Bethany Home Rd	Phoenix	AZ	85015	April 6, 2016
20	CSC Holdings, LLC	1703 S. Neil St.	Champaign	IL	61820	May 21, 2016
21	DERito/Kimco Riverview, L.L.C.	1015 N. Dobson Rd.	Mesa	AZ	85201	March 23, 2016
22	DMS 2, LLC	4614 S. Damen Ave	Chicago	IL	60609	May 21, 2016
23	Dr. P.M. Corp.	331 North Main Street	Chatham	IL	62629	May 21, 2016
24	ECBC Investments, LLC	1508 Bridge St	Yorkville	IL	60560	May 21, 2016
25	ECBC Investments, LLC	201 School Street	Hilsboro	IL	62049	May 21, 2016
26	Eital Properties, LLC	7610 W. Thomas Rd.	Phoenix	AZ	85033	April 6, 2016
27	Gilbert-Chandler Heights I, L.L.C.	5378 S. Power Rd.	Gilbert	AZ	85016	March 31, 2016
28	Glendora Medical Investment Company, L.L.C.	31414 N. Cave Creek Rd.	Phoenix	AZ	85331	May 21, 2016
29	Glenn J. Pratt and Judith K. Pratt	2501 Stevenson Drive	Springfield	IL	62703	May 21, 2016
30	Golden River, LLC	3930 Eastex Freeway	Beaumont	TX	77703	May 21, 2016
31	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	711 Highway 71 West	Bastrop	TX	78602-4036	March 25, 2016
32	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	2219 S. IH 35	San Marcos	TX	78666-5918	March 25, 2016
33	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	12802 N. Interstate 35	Live Oak	TX	78233-2611	March 25, 2016
34	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	609 W. Slaughter Lane	Austin	TX	78748-1668	March 25, 2016
35	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	615 W. Congress	Tucson	AZ	85745	March 25, 2016
36	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	2639 N.E. Loop 410	San Antonio	TX	78217-5608	March 25, 2016
37	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	1395 S. I-35 New	Braunfels	TX	78130-5920	March 25, 2016
38	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	1202 N. 51st Ave.	Phoenix	AZ	85043	March 25, 2016
39	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	6588 FM 78 (Sequin Road)	San Antonio	TX	78244-1300	March 25, 2016
40	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	2342 E. Thomas Rd.	Phoenix	AZ	85016	March 25, 2016
41	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	2115 William St Cape	Girardau	MO	63703	March 25, 2016
42	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	629 W. Main St.	Benton	IL	62812	March 25, 2016
43	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	505 N. 12th Street	Murray	KY	42071	March 25, 2016
44	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	307 S. Grant	St.Clinton	IL	61727	March 25, 2016
45	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	601 Ferry St.	Metropolis	IL	62960	March 25, 2016
46	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	217 W. Holmes	Chester	IL	62233	March 25, 2016
47	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	1308 S. Division St.	Carterville	IL	62918	March 25, 2016
48	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	1117 Lakeland Blvd.	Mattoon	IL	61938	March 25, 2016
49	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	316 North Main Street	Paris	IL	61944	March 25, 2016
50	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	1106 N. Carbon Street	Marion	IL	62959	March 25, 2016
51	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	615 S. Park Ave.	Herrin	IL	62948	March 25, 2016
52	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	1303 East Broadway	Campbellsville	KY	42718	March 25, 2016
53	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	1136 E. 1st Street	Kennett	MO	63857	March 25, 2016
54	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	1706 N. Dixie Hwy.	Elizabethtown	KY	42701	March 25, 2016
55	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	326 S. Century Blvd.	Rantoul	IL	61866	March 25, 2016
56	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	770 E. Center Street	Madisonville	KY	42431	March 25, 2016
57	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	750 W. Broadway	Centralia	IL	62801	March 25, 2016
58	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	340 Walnut Street	Murphysboro	IL	62966	March 25, 2016
59	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	301 W. Court Ave	Jeffersonville	IN	47130	March 25, 2016
60	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	2909 Fern Valley Road	Louisville	KY	40213	March 25, 2016
61	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	1080 West Eldorado	Decatur	IL	62522	March 25, 2016
62	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	1105 Main Street	West Frankfort	IL	62896	March 25, 2016
63	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	15 W. Fairchild	Danville	IL	61832	March 25, 2016
64	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	1200 W. Reelfoot Ave	Union City	TN	38261	March 25, 2016
65	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	700 East Poplar	Harisburg	IL	62946	March 25, 2016
66	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	421 E. Jackson Blvd.	Jackson	MO	63755	March 25, 2016
67	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	1033 Paris Road	Mayfield	KY	42066	March 25, 2016
68	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	3459 Taylor Blvd.	Louisville	KY	40215	March 25, 2016
69	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	203 W. Jackson	Sullivan	IL	61951	March 25, 2016
70	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	322 S. Washington St.	DuQuoin	IL	62832	March 25, 2016
71	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	61 US Highway 68 West	Benton	KY	42025	March 25, 2016
72	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	539 Woodlawn Rd.	Lincoln	IL	62656	March 25, 2016
73	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	3024 Lone Oak Rd.	Paducah	KY	42003	March 25, 2016
74	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	11 North Kingshighway	Perryville	MO	63775	March 25, 2016
75	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	501 E. Highway 72	Fredricktown	MO	63645	March 25, 2016
76	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	9506 Taylorsville Rd.	Louisville	KY	40299	March 25, 2016
77	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	1205 US Highway 45 N	Eldorado	IL	62930	March 25, 2016
78	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	309 N. Market Street	Monticello	IL	61856	March 25, 2016
79	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	140 E. Vienna Street	Anna	IL	62906	March 25, 2016
80	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	10095 US HWY 67	Beardstown	IL	62618	March 25, 2016
81	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	451 W. Ottawa Road	Paxton	IL	60957	March 25, 2016
82	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	2002 S.W. Military Drive	San Antonio	TX	78213-2148	March 25, 2016
83	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	789 W. Beal St.	Kingman	AZ	86401	March 25, 2016
84	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	555 Miller Valley Rd.	Prescott	AZ	86301	March 25, 2016
85	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	5297 S. Cooper Street	Arlington	TX	76017-5937	March 25, 2016
86	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	I-35 and Kyle Parkway	Austin	TX	78640	March 25, 2016
87	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	550 W. I30	Garland	TX	75043-5700	March 25, 2016
88	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	1707 S. Loop 288	Denton	TX	76205-4833	March 25, 2016
89	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	13980 Nacagdoches Road	San Antonio	TX	78217-1282	March 25, 2016
90	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	634 Knox Blvd.	Radcliff	KY	40160	March 25, 2016
91	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	10535 N. Oracle Rd.	Oro Valley	AZ	85737	March 25, 2016
92	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	2104 N. Galloway Avenue	Mesquite	TX	75150-5730	March 25, 2016
93	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	1000 Hebron Parkway	Carrollton	TX	75010-1000	March 25, 2016
94	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	12601 Lake June Road	Balch Springs	TX	75180	March 25, 2016
95	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	1301 S. 1st Street	Lufkin	TX	75901-4717	March 25, 2016
96	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	15144 N. Northsight Blvd.	Scottsdale	AZ	85260	March 25, 2016
97	Hardee's Restaurants LLC (HR LLO) and Carl's Jr. Restaurants LLC (CRJ LLC)	2930 S. Buckner Blvd	Dallas	TX	75227-6907	March 25, 2016
98	HDI Chicago Restaurant LLC	200 N. Bolingbrook	Bolingbrook	IL	60440	May 21, 2016
99	HRDS Round Lake IL, LLC	380 W Rollins Rd	Round Lake Beach	IL	60073	May 21, 2016
100	HVTC, L.L.C.	2501 W. Happy Valley #47	Phoenix	AZ	85085	March 31, 2016
101	Ika Bootsma and Squeaker D. Bootsma, Co-Trustees of the Bootsma Living Trust	1835 Sangamon Ave.	Springfield	IL	62702	May 21, 2016
102	James H. Evans as Trustee of the J.H. Evans Trust	1105 S. Main St	Sikeston	MO	63801	May 21, 2016
103	JFC Properties LLC and KIC Properties LLC	4900 Highway 73	Port Arthur	TX	77642	May 21, 2016



	Landlord	Property Address	City	State	Zip Code	Date of Extension
	John Capra and Doris Capra as Trustees of the Capra Trust; Michael D'Egidio and Marilyn Strond-D'Egidio as Trustees of the D'Egidio Trust; Bruno D'Egidio as Trustee of the Bruno D'Egidio Irrevocable Trust; Rosemarie D'Egidio as Trustee of the Rosemarie D'Egidio Irrevocable Trust; Carol D'Egidio as Trustee of the Carol A. D'Egidio Irrevocable Trust	310 US Highway 62 W	Princeton	KY	42445	May 21, 2016
104	John Scarsella	1450 West Main Street	Quartzsite	AZ	85346	May 21, 2016
105	LDR-Cactus, L.L.C.	12110 N. 75th Ave	Peoria	AZ	85381	May 21, 2016
106	Ligo Investments, LLC	728 N. Bisbee	Wilcox	AZ	85643	May 21, 2016
107	Love's Travel Stops & country Stores, Inc	1055 N. Grand Canyon Blvd	Williams	AZ	86046	May 21, 2016
108	Manny Hirschel	707 N. 3rd Street	Bardstown	KY	40004	May 21, 2016
109	Margaret and David Firestone Living Trust	2625 Columbus St	Ottawa	IL	61350	May 21, 2016
110	Miriam Shapiro, Trustee of the Miriam Shaprio Revocable Trust	21064 E. Ocotillo	Queen Creek	AZ	85142	May 21, 2016
111	Nape Acquisitions, Inc.	3790 W. Ina Road	Marana	AZ	85741	May 21, 2016
112	Nebenzahl Family Trust	2560 Rio Mesa Trail	Cottonwood	AZ	86320	May 21, 2016
113	Pamela Jane Rissling and Perry Gordan Duncan	1850 S. Country Club	Mesa	AZ	85210	May 21, 2016
114	Paul T. Herron and Paula R. Herron, Trustees of the Harron Family 2003 Trust	842 West Morton Avenue	Jacksonville	IL	62650	May 21, 2016
115	Phoenix Arena Development Limited Partnership	201 E. Jefferson Street	Phoenix	AZ	85004	May 21, 2016
116	Porwin, LLC	3217 Clear Lake Ave	Springfield	IL	62702	May 21, 2016
117	Puccinelli Equities of Springfield, LLC	1700 Wabash Avenue	Springfield	IL	62704	May 21, 2016
118	Robert P. Wilson, Trustee of the Dean Reynolds Trust	5623 W. 1604 N.	San Antonio	TX	78253	May 21, 2016
119	Robert R. Hager	1635 N. Navajo Blvd	Holbrook	AZ	86025	May 21, 2016
120	Rossmore Enterprises	3470 W. Bell Rd.	Phoenix	AZ	85023	May 21, 2016
121	Rubyco Holdings, L.L.C.	3380 N. Hayden Road	Scottsdale	AZ	85251	May 21, 2016
122	Sajur LLC	3440 Stockton Hill Rd.	Kingman	AZ	86401	May 21, 2016
123	Scott D. Patterson Property Management	85 E. Germann Rd.	Gilbert	AZ	85297	May 21, 2016
124	SJFT, LLC	9360 W. Northern Ave	Peoria	AZ	85345	May 21, 2016
125	Skyline 81 Globe Investors, LLC	1680 E. Ash St.	Globe	AZ	85501	May 21, 2016
126	Skyline 82 New Albany Investors LLC	2601 Charlestown Rd	New Albany	IN	47150	May 21, 2016
127	Star South Enterprise, LLC	5040 W. Baseline Rd.	Laveen	AZ	85339	May 21, 2016
128	Tanklage Family Partnership	1083 S. Cotton Lane	Goodyear	AZ	85338	May 21, 2016
129	Teddy Ferrera	6706 N. 95th Ave	Glendale	AZ	85305	May 21, 2016
130	The Fairfield Homes Title Holding Company, Inc.	2343 E. Bell Rd.	Phoenix	AZ	85022	May 21, 2016
131	The Gary L. Johnson & Geraldine C Johnson Trust Attn: Gary L. Johnson, Trustee	454 North Broad Street	Carlinville	IL	62626	May 21, 2016
132	Vestar California XXII, L.L.C.	2985 S. Alma School Rd.	Chandler	AZ	85248	March 31, 2016
133	Wen Lung Chow & Alice J. Yu	600 West Jefferson St.	Springfield	IL	62702	May 21, 2016
134						